

Through this agreement, EEOC and AT&T (collectively the “Parties”) desire to resolve all issues raised, presented or joined in Civil Action Number 1:12-cv-0402-TWP-DKL (the “Lawsuit”) without the expense, burden and delay of further litigation, and agree to be bound by the promises herein. The Parties agree that this Settlement Agreement is voluntarily entered into and constitutes the full and final resolution of all issues raised in the Lawsuit.

I. JURISDICTION OF THE COURT

1. The Parties stipulate and agree that the EEOC is the agency of the United States authorized to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful employment practices, and to seek relief for individuals affected by the practices complained of in this lawsuit.

2. The Parties stipulate and agree that AT&T Corp. is an employer engaged in an industry affecting commerce under Section 101(5) of the Americans with Disabilities Act of 1990 (the “ADA”), 42 U.S.C. § 12111(7), which incorporates by reference Sections 701(g) and (h) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e(g) and (h). AT&T had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.

3. The Parties acknowledge the jurisdiction of the United States District Court for the Southern District of Indiana over the subject matter and the Parties to this action, and, if necessary, to enforce the provisions of this agreement. The parties agree that venue is appropriate in the United States District Court for the Southern District of Indiana.

II. GENERAL PROVISIONS

4. AT&T agrees that it will not discriminate against any applicant or employee on the basis of his or her "disability," as those terms are defined for the ADA.

5. AT&T agrees that it will not retaliate against any applicant or employee, because such applicant or employee has: (i) opposed any employment practice alleged to constitute unlawful discrimination under the ADA; (ii) participated in an investigation concerning or related to allegations of such discrimination; and/or (iii) participated in this lawsuit and/or the underlying EEOC investigation of the charge of discrimination that formed the predicate for this lawsuit; to wit: *Lupe Cardona v. AT&T Corp.*, EEOC Charge No.: 470-2011-00372.

III. MONETARY RELIEF

6. AT&T agrees to pay Lupe Cardona a total amount of \$62,500.00 in settlement of this Lawsuit. The payment will take the form of two installments: the first installment in the amount of \$53,125.00 as compensatory damages, for which AT&T will issue an IRS Form 1099; and a second installment in the amount of \$9,375.00 as backpay damages, subject to tax withholdings, along with an itemized statement of deductions for all applicable local, state and federal tax withholdings, for which AT&T will issue a W-2 form as required by law. AT&T shall pay the employer's portion, of any required local, state, and federal payroll taxes. Lupe Cardona shall provide to AT&T a fully completed and executed current IRS Form W-9 and W-4. All payments are to be made no later than fifteen (15) days after AT&T's receipt of the IRS Forms W-9 and W-4 referenced above and the completed execution and filing of this Settlement Agreement.

7. In consideration of the foregoing relief, and as a condition thereof, Lupe Cardona has executed a limited release of all claims against AT&T Corp. and all related entities for all claims arising out of this Lawsuit and/or the charge of discrimination she filed against AT&T.

8. It is acknowledged that the monetary relief agreed to in section III.6, above, is a debt owed to and collectible by EEOC, notwithstanding that Lupe Cardona is the ultimate beneficiary of any agreed monetary relief.

9. AT&T shall deliver to Patrick Holman, Senior Trial Attorney, EEOC, Oklahoma City Area Office, 215 Dean A. McGee Ave., Ste. 524, Oklahoma City, OK., 73102 ("Mr. Holman"), counsel of record for EEOC, a photocopy of the checks to Lupe Cardona, described in Paragraph III.6, no later than fifteen (15) days from the date of the completed execution and filing of this Settlement Agreement.

IV. ATTORNEYS FEES AND COSTS

10. The Parties will bear their own costs and attorneys' fees.

V. DISMISSAL OF LAWSUIT

11. The Parties stipulate to the dismissal of the Lawsuit with prejudice pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii).

FOR DEFENDANT
AT&T Corp.:



Kenneth W. Gage
C. Geoffrey Weirich
Paul Hastings LLP
71 S. Wacker Dr., 45th Floor
Chicago, IL 60606
(312) 499-6046
(312) 499-6146 (fax)
Kennethgage@paulhastings.com


Respectfully submitted,

FOR PLAINTIFF
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION:

ANDREA G. BARAN
Regional Attorney

C. FELIX MILLER
Supervisory Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
St Louis District Office



PATRICK J. HOLMAN, OBA 21216
Senior Trial Attorney
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Oklahoma City Area Office
215 Dean A. McGee Ave., Suite 524
Oklahoma City, OK 73102
(405) 231-4363
(405) 231-5816 (fax)
Patrick.holman@eeoc.gov